

City of Hartford

Department of Finance
Purchasing Division
550 Main Street
Hartford, Connecticut 06103
860-543-8555

INVITATION TO BID

BID TITLE AND NUMBER: **TERM CONTRACT: TEMPERATURE CONTROL
SYSTEMS-CLEANING & INSPECTION OF; #2692**

Sealed bids for the above will be received at the Office of the City Purchasing Agent, Municipal Building, 550 Main Street, Room 100, Hartford, Connecticut until, **BUT NOT LATER THAN 10:00 A.M., EST, WEDNESDAY, FEBRUARY 5, 2002** at which time and place they will be publicly opened, read, and recorded.

BID SURETY AND PERFORMANCE BOND SHALL NOT BE REQUIRED FROM BIDDERS. INSURANCE SHALL BE REQUIRED FROM THE SUCCESSFUL BIDDER.

Bid must be time stamped by Purchasing Receptionist **OR** a member of the Purchasing Staff **BEFORE** the deadline. The wall clocks are not used for this purpose. Be sure that the bid number, deadline date and the name and address of your firm is shown clearly on the bid envelopes. All envelopes must be sealed prior to submission.

If the bid is mailed, please mail bid **SEVERAL DAYS** prior to bid deadline to assure timely delivery. A bid is not considered received until it is in the office of the Purchasing Agent.

The City reserves the right to reject any or all, or any part of any or all bids, if such action is deemed to be in the best interest of the City.

The omission of any of attached papers from bid submitted is not available as defense by bidder in case of his failure to perform his contract in the manner described.

City of Hartford, Connecticut

BY: Stanley J. Staron
Acting Purchasing Agent

BID PREPARED BY: Josephine Williams, Administrative Clerk
Telephone: (860) 543-8555

LEGAL NAME OF BIDDER _____
(Please insert your firm name on this line)

ADVERTISED BID NUMBER: **2692**
TITLE: **TERM CONTRACT: TEMPERATURE CONTROL SYSTEMS ,
CLEANING AND INSPECTION OF**

TABLE OF CONTENTS

**THIS BID DOCUMENT CONTAINS THE ITEMS MARKED WITH AN
X:**

- (X) BID INVITATION
- (X) BID SCHEDULE: 3 PAGES
- (X) SPECIAL INSTRUCTIONS TO BIDDERS: 4 PAGES
- (X) SPECIFICATIONS: 3 PAGES
- (X) STANDARD FORM OF CONTRACT PROPOSAL (FORM 126/127)
- () WAGE SCALE: PAGE(S)
- () DRAWINGS: NO. _____ DATED _____ SHEETS _____
- () SAMPLES:
- (X) BIDDER'S EEO REPORT
- () OTHER:

ATTACHMENTS FOR INFORMATIONAL PURPOSES

- (X) **SECTION 2-545** OF THE MUNICIPAL CODE: NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.
- (X) **SECTION 2-548** OF THE MUNICIPAL CODE: DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT; CONTRACT; CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE BIDDER.
- () **SECTION 2-559** OF THE MUNICIPAL CODE: SET-ASIDE PROGRAM FOR SMALL CONTRACTORS AND MINORITY BUSINESS ENTERPRISES.
- (X) **SECTION 2-560** OF THE MUNICIPAL CODE: BID PREFERENCE FOR CITY- BASED BUSINESSES.

SPECIAL INSTRUCTIONS TO BIDDERS

TERM CONTRACT: TEMPERATURE CONTROL SYSTEMS-CLING INSPECTION OF; #2692

1. **Bid Prices:** Prospective Bidders shall submit unit prices as outlined on the bid schedule. All prices shall include FOB destination, inside delivery.
2. **Basis of Award:** Paragraph 15 of the Standard Form of Contract Proposal, Form 127, (Standard Instructions to Bidders) is amended to include the following:

For the purpose of evaluating bids to determine the lowest responsible bidder, 15% local preference will be applied in accordance with Section 2-560 of the Municipal Code as amended, a copy of which is attached hereto for your information.

This bid shall be awarded to the lowest responsible bidder by group or total; therefore, bidders must bid on each item within a group to be considered for award.
3. **Variable Quantities:** The quantities and delivery points set forth in this bid shall be subject to the variation stipulated in Paragraph 10 (c) of the "Standard Instructions to Bidders" (Form 127).
4. **Term of Contract:** The term of this contract shall be for a twenty-two (22) month period commencing on **March 1, 2003** and ending on **December 31, 2004**.
5. **Contract Termination:** The City of Hartford reserves the right to cancel this contract, at any time, with thirty (30) days prior written notice to contractor, should any of the following conditions exist:
 - A. Funds are not appropriated by the Court of Common Council to allow continuance of this contract.
 - B. The City of Hartford, through changes in its requirements or method of operation, no longer has a need for the commodity or service.
6. **Contractor Performance:** If, during the term of this Contract, the Contractor; A) repeatedly fails to provide the level of services required under this Contract; B) fails to fulfill services required in accordance with agreed schedule or C) fails to comply with any other terms and conditions outlined in the Contract, the City shall have the right to terminate this Contract. Prior to termination, the City shall:
 - A. Meet with Contractor to give him/her an opportunity to respond to complaints;
 - B. Establish a remedial period for the Contractor to correct service deficiencies and/or defaults to the satisfaction of the City;
 - C. If Contractor fails to correct said deficiencies and/or defaults within the remedial period, the City shall terminate contract.
7. **Estimated Requirements:** The volume of commodities or amount of service listed on the bid schedule is estimated only. The City will pay for only those commodities or services actually received during the term of the contract.
8. **Parts Inventory:** The successful bidder shall be required to carry a full line of inventory for each manufacturer's product upon which the bid is submitted, in order to meet the needs of the City.

SPECIAL INSTRUCTIONS TO BIDDERS

TERM CONTRACT: TEMPERATURE CONTROL SYSTEMS-CLING INSPECTION OF; #2692

9. **Site Inspection:** The bidders are urged to inspect the site prior to submission of bid proposal to compare it with drawings and/or specifications and to satisfy themselves of conditions existing at the site, the storage and handling of materials, and all other matters that may be incidental to the work performed under this contract. No allowance shall be made to the successful contractor by reason of any error on his/her part due to neglect to comply with the requirements of this paragraph.

Arrangements for site inspection can be made by contacting Department of Public Works, Elijha El Hajj-Bey, 543-8777; and/or Fred Bushey, Hartford Public Schools Building Maintenance, 695-3221

10. **Liquidated Damages:** The City of Hartford reserves the right to assess liquidated damages against the successful vendor in accordance with the Standard Form of Contract Proposal (Form 127), Paragraph 28.
11. **Project Purchases:** The City reserves the right to purchase on separate competitive bids commodities and/or services for a major project. The Contractor, however, shall be invited to bid.
12. **Payment:** Payment under this Contract shall be made in accordance with Finance Form 127, Paragraph 32 of the Standard Form of Contract Proposal.

The successful vendor(s) shall submit itemized invoices directly to location where supplies and/or services were delivered. Invoices must reflect unit prices and/or percentage discounts as outlined on the bid schedule.

13. **References:** Prospective Bidders shall submit three (3) references where similar work of this nature has been performed and/or equipment proposed has been in use within the past one (1) year.

<u>COMPANY NAME & ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE</u>
A. _____ _____	_____ _____	_____ _____
B. _____ _____	_____ _____	_____ _____
C. _____ _____	_____ _____	_____ _____

SPECIAL INSTRUCTIONS TO BIDDERS

TERM CONTRACT: TEMPERATURE CONTROL SYSTEMS-CLING INSPECTION OF; #2692

14. Insurance:

The Contractor shall obtain and maintain, at its own cost and expense, throughout the term of this contract including any and all extensions or renewals thereof, issued by an insurance company licensed to conduct business in the State of Connecticut and having a Best's Key Rating of A-VIII or better, at least, the following insurance coverage.

1. **Commercial General Liability, including Contractual Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

2. **Automobile Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

3. **Workers' Compensation:**
Statutory Limits in accordance with Connecticut General Statutes

4. **Employer's Liability:**
\$100,000 Bodily Injury for Each Accident
\$100,000 Bodily Injury by Disease for Each Employee
\$500,000 Bodily Injury by Disease Aggregate

5. **The City of Hartford is included as an Additional Insured, ATIMA.**
(This requirement does not apply to Workers' Compensation and Professional Liability coverage.)

**THIS WORDING MUST APPEAR IN THE SPACE PROVIDED FOR
"COMMENTS" ON THE ACORD INSURANCE CERTIFICATE FORM.**

6. In the event that the Provider has any self-insured retentions or deductibles under any of the minimum required coverages; the Provider must identify on the Certificate of Insurance the nature and amount of such self-insured retentions, deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles shall be the sole responsibility of the Provider.
7. The Contractor shall provide the City, within five (5) days of receipt of Notice of Selection and prior to the commencement date of this agreement and thereafter upon renewal of any required insurance hereunder, certificate(s) of insurance evidencing coverage as required by this contract and that the coverages will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) without thirty (30) days advance written notice to the City.
8. The insurance requirements shall apply to all subcontractors, if any.
9. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.

SPECIAL INSTRUCTIONS TO BIDDERS
TERM CONTRACT: TEMPERATURE CONTROL SYSTEMS-CLING INSPECTION OF; #2692

10. Cancellation or other termination of insurance policies required by this Agreement, without immediate replacement thereof, may be considered a default in the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of the Provider, at the Provider's expense, and at the City's option.

Hold Harmless Agreement: The Contractor shall, at all times, defend, indemnify, protect and save harmless the City and its officers, agents and employees from any and all claims or demands for damages for bodily injury, including death, or property damages sustained by any party, including officers, agents, and employees of the Contractor. Said hold harmless clause shall include, but not be limited to investigation, defense and settlement or payment or judgment of any legal liabilities hereunto aforementioned.

15. **Attachments:** The following documents are attached hereto and made a part of this bid:

- A. Section 2-545 and 2-548 of the Hartford Municipal Code.
- B. Standard Form of Contract Proposal (must be completed and returned with bid).

Equal Employment Opportunity: As a condition of doing business with the City your firm must be certified by the City as Equal Opportunity Employers. The City's EEO Certification Form is attached for this purpose and made an integral part of this bid. Please complete the form in its entirety and return it with your bid. (rev. 5/84)

If your firm has received City certification within the previous eleven (11) months, please submit a copy of your certification in lieu of completing the Bidder's EEO Report. (rev. 3/97)

If your company employs four or more people you must submit your EEO Policy Statement with your bid.

SPECIFICATIONS
TERM CONTRACT - TEMPERATURE CONTROL SYSTEMS,
CLEANING AND INSPECTION OF
BID #2692

1.0 SCOPE OF SERVICES:

The City of Hartford wishes to contract with an experienced Contractor to perform preventive maintenance inspections and repairs, if necessary, to temperature control systems at various locations. These inspections shall be by request of department only.

2.0 INSPECTIONS:

Scheduled preventive maintenance inspections shall provide those services required to maintain the systems at maximum performance and reliability levels and will include the following.

3.0 FULLY AND PARTIALLY AUTOMATED SYSTEMS:

- 3.1 Analyzing, adjusting, calibrating and cleaning the central processing unit, central electronic console, local panel groups and field sensors.
- 3.2 Checking and recording of power supply voltages.
- 3.3 Checking and verifying the operation of peripheral equipment.
- 3.4 System analysis with emphasis on operational integrity and mechanical subsystem correlation, which coincide with Preventive Maintenance Inspections.

4.0 PREVENTIVE MAINTENANCE INSPECTIONS: FOR PARTIALLY AND NONAUTOMATED SYSTEMS

- 4.1 Examine, clean and recalibrate as required, thermostats, humidity controls, temperatures controls, pressure controls, relays, damper actuators, instrumentation and accessories directly pertaining to the automatic temperature control system.
- 4.2 Check and confirm control system sequence of operation to insure optimum system efficiency and economy.
- 4.3 Lubricate as required air compressors, control valve packing glands, damper bearings and linkages and other accessories directly pertaining to the control system
- 4.4 Inspect automatic temperature control valves for proper stroke, close-off, and packing condition.
- 4.5 Repack or rebuild automatic temperature control valves when, conditions warrant such repair.

SPECIFICATIONS
TERM CONTRACT - TEMPERATURE CONTROL SYSTEMS,
CLEANING AND INSPECTION OF
BID #2692

4.6 Inspect and clean steam traps.

5.0 PREVENTIVE MAINTENANCE INSPECTIONS SHALL:

- 5.1 Be performed **annually** for the Board of Education and **bi-annually** for the Department of Public Works, by factory trained technicians.
- 5.2 Be scheduled during normal business hours; Monday-Friday 7:00 a.m. - 4:00 p.m. Contractor and user department representatives shall coordinate schedules.
- 5.3 Include purging of air systems, examination, calibration, lubrication, adjustment and cleaning of all temperature controls, valves, maintenance of air compressors, motors, relays and accessories, as follow:

**DAY/NIGHT THERMOSTAT
SINGLE TEMP THERMOSTAT
THERMOSTAT COVER
THERMOSTAT NOZZLE AND PIN KIT
THERMOSTAT RESTRICTOR KIT
VALVE 1/2 RADIATOR TOPS
VALVE 3/4 RADIATOR TOPS
VALVE DIAPHRAGM 8"
VALVE DISC 2"
VALVE DISC 3"
VALVE DISC 4"
VALVE DISC 5"
TRANSMITTERS
VALVE DISC 6"
DISPHRAGMS
HUMIDITY SENSORS
ENERGY MANAGEMENT SYSTEM**

**AIR COMPRESSORS
LUBRICANTS
PACKING
DAMPER ACTUATOR 4"
DAMPER ACTUATOR 6"
RECEIVER CONTROLLERS
RESTRICTORS
FILTERS, ELEMENTS AND
ACCESSORIES
P. E. SWITCH
E. P. VALVE
TEMPERATURE

RADIATOR VALVE

AND DISC ASSORTED SIZES**

NOTE: Systems consist of Powers, Honeywell, Johnson, Barber-Coleman Brown and, Robert Shaw Temperature Controls

6.0 REPAIRS AND PARTS:

- 6.1 If during a preventive maintenance inspection, it is found that repairs and parts are needed, beyond those described above, the contractor shall contact City department representative(s).

NOTE: The City will not pay for unauthorized repairs.

SPECIFICATIONS
TERM CONTRACT - TEMPERATURE CONTROL SYSTEMS,
CLEANING AND INSPECTION OF
BID #2692

7.0 EXCEPTIONS TO CONTRACT:

This contract shall not cover the following:

- 7.1 Accidents, fire, water, abuse, power failure, current fluctuations, lighting, surges or any cause external to equipment.
- 7.2 Shop reconditioning, in the event normal repairs and parts replacement cannot help the machine to satisfactory operation.
- 7.3 Modifications of the control systems to comply with recommendations or directives of insurance companies, governmental bodies or other reasons.
- 7.4 Actual removal or reinstallation of replacement valves and dampers, when required, from pipe and duct work.
- 7.5 Draining or venting of water systems.

8.0 SCHEDULING:

Scheduling shall be prearranged by City request only. The City may send a department representative to monitor the work. The City shall not be responsible for unauthorized work.

Department of Public Works: Elijha El Hajj-Bey @ 543-8777
Hartford Public Schools Fred Bushey @ 695-3221

NOTE: Unless otherwise designated by the user department, the above noted City personnel shall be the only persons authorized to schedule cleanings and inspections.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-545 of the Hartford Municipal Code will be used in determining the lowest responsible bidder(s). For your information, the ordinance reads as follows:

Section 2-545. **NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTENTS; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.**

(a) In every instance of purchase or sale requiring sealed bids, notices inviting sealed competitive bids shall be published at least once in a daily newspaper in the City as provided in Section 2-4 and at least five (5) calendar days must intervene between the date of last publication and the final date for submitting bids. Such notices shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids. Such notices shall further state that all contracts will be awarded only to responsible bidders as defined by section 2-548. The bid specifications shall include a copy of this section and section 2-548. The specifications shall also include documents for evaluating the equal employment opportunity status of the bidder on forms that are prepared by the City Manager. Such documents, to be completed and signed by the bidder, may request all such information necessary to determine whether a bidder is an equal opportunity employer and must be submitted by the bidder with his bid. Such documents shall include the following provision:

"The bidder understands and agrees that his, her or its failure to meet the equal opportunity requirements established by this section and by section 2-548 of the Code will preclude such bid from being considered. The bidder agrees to the procedure set forth in Section 2-548 of the Code in regard to the determination of whether such bidder is an equal opportunity employer. The bidder also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provisions of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law."

(b) Affirmative action requirements for contracts for public works and improvements shall be governed exclusively by the provisions of Article X of this chapter, unless such contracts are for an amount less than ten thousand dollars (\$10,000.00). (Code 1977, 2-2-263; Ord. No. 12-81, 3-23-81,; Ord. No. 42-83, 10-24-83)

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-548 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford: that Section 2-548 of the Municipal code be amended as follows:

Section 2-548. **DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT;
CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE
BIDDER.**

(a) The contract for which sealed bids are invited shall be awarded to the lowest responsible bidder. Any person or organization is deemed not to be a responsible bidder that:

- (1) Is not an equal opportunity employer;
- (2) Has been found by a court or administrative body of competent jurisdiction to be in violation of the National Labor Relations Act and that such violation continues to exist;
- (3) Has been found by a court or administrative body of competent jurisdiction to be in violation of the Labor Relations Act for the State of Connecticut, Title 31, Chapter 561 and that such violation continues to exist; or;
- (4) Is found to be delinquent in the payment of personal and/or real property taxes or is found to be the owner of an interest of twenty-five (25%) percent or more in a corporation that is delinquent in the payment of personal or real property taxes.

(b) In any case, where a bidder is found to be delinquent in the payment of personal and/or real property taxes, the Purchasing Agent may require that the bidder submit a plan whereby the bidder will make current all arrearage of such taxes. Such plan shall include a schedule of payments sufficient to make such bidder current within a time period satisfactory to the City Manager. The submission of such approved plan will certify the bidder as a responsible bidder with respect to tax delinquency. Subsequent to the opening of the bids for a City contract, the Purchasing Agent shall forward a list of the three (3) lowest bidders to the Executive Director of the Human Relations Commission. The Executive Director of the Human Relations Commission, and/or his designee, shall review each bidder to determine whether the bidder can be accepted to be an equal opportunity employer. Within three (3) days after receiving the list of the three (3) lowest bidders, the Executive Director of the Human Relations Commission shall make written recommendations to the Purchasing Agent. Upon receipt of recommendations from the Executive Director of the Human Relations Commission, the Purchasing Agent shall send such recommendations to the City Manager.

(c) The City Manager shall certify whether each bidder is deemed to be a responsible bidder. In each case, where the City Manager determines that a bidder is not deemed to be a responsible bidder, he shall state his reasons in a written opinion to be forwarded to the Purchasing Agent, the Executive Director of the Human Relations Commission and the bidder. The decision of the City Manager that a person is not deemed to be a responsible bidder shall be appealable by written notice, by the bidder to the contract enforcement committee, as set forth in subsection 2-633(c), within five (5) days after the receipt of the City Manager's written opinion. The contract enforcement committee may reverse the City Manager's determination by a majority vote. The bids of all persons and organizations who are not certified as responsible bidders shall not be accepted. In determining whether any given bidder to the City can be accepted as an equal opportunity employer, the bidder will be required to submit certain information, with his bid, on forms provided by the City. Such information will be reviewed and evaluated by the Executive Director of the Human Relations Commission and/or his designee. Such information shall comprise the:

- (1) Present total work force of the bidder and the participation of minority and female workers therein;

- (2) Existing job categories occupied by minority and female workers in relation to the overall workforce of the bidder;
- (3) Relationship of the bidder's minority and female workforce, by job category, to the bidder's labor market area;
- (4) Commitment of the bidder to hire minority and female workers when present minority and female workforce is not representative of minority and female workforce availability in the bidder's labor market area;
- (5) Submittal by a bidder of a company policy statement of Equal Employment Opportunity.

(d) Quality offered, delivery terms and service reputation of the vendor may be taken into consideration in determining the successful bidder. In the event that more than one lowest responsible bid has been received, the location of the vendor's principal place of business may also be taken into consideration with preference accorded to a city located business over a noncity-located business, a state-located business over a nonstate-located business, and a domestic business over a foreign business. Upon recommendation by the Purchasing Agent, the equal employment opportunity provisions of this section may be waived in the sale of city property.

(e) The City Manager shall have the power to reject any of all bids, or the bid for any one or more commodities or contractual services included in the proposed contract, when the public interest is served thereby, and to direct the Purchasing Agent to advertise again for bids. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, the City Manager may direct the Purchasing Agent to purchase the commodities or contractual services in the open market, provided the price paid in the open market shall not exceed the lowest contract bid price submitted for the same commodity or contractual service.

(f) No transaction which is essentially a unit shall be divided for the purpose of evading the intent of this section.

(g) For purposes of this Section and Section 2-545 of the Municipal Code, the following definitions for minority workers shall apply:

- (1) *BLACK* (not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.
- (2) *HISPANIC*. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- (3) *ASIAN* or *PACIFIC ISLANDER*. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- (4) *AMERICAN INDIAN* or *ALASKA NATIVE*. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

This ordinance shall take effect upon adoption.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-560 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 2-560 of the Municipal code is hereby amended to read as follows:

(a) For the purpose of this section "City based business" shall mean a business with a principal place of business located within the City of Hartford. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hartford. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

(b) The lowest responsible bidder shall be determined in the following order:

(1) Any City based bidder which has submitted a bid not more than ten (10) percent higher than the low bid provided such City based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City based bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City based bidders which submitted the lowest bid.

(2) The low bidder.